

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ROME DIVISION

IN RE:

MICHAEL STEVEN PRITCHARD and
REBECCA DANIELLE PRITCHARD,
Debtors.

PNC BANK, NATIONAL ASSOCIATION,
Movant,
v.
MICHAEL STEVEN PRITCHARD and
REBECCA DANIELLE PRITCHARD,
Debtors,
THOMAS D. RICHARDSON, Trustee,
Respondents.

CASE NO. 19-42456-bem

CHAPTER: 7

JUDGE: BARBARA ELLIS-MONRO

CONTESTED MATTER

NOTICE OF HEARING

PLEASE TAKE NOTICE that the Movant named above has filed a Motion for Relief from the Automatic Stay and related papers with the Court seeking an Order Granting Relief from the Automatic Stay.

PLEASE TAKE FURTHER NOTICE that the Court will hold a hearing on the Motion in Courtroom 342, United States Courthouse, 600 East First Street, Rome, Georgia 30161, at 10:15 A.M., on December 4, 2019.

Your rights may be affected by the Court's ruling on these pleadings. You should read these pleadings carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.) If you do not want the Court to grant the relief sought in these pleadings, or if you want the Court to consider your views, then you and/or your attorney must attend the hearing. You may also file a written response to the pleading with the Clerk at the address stated below, but you are not required to do so. If you file a written response, you must attach a certificate stating when, how, and on whom (including addresses) you served the response. Mail or deliver your response so that it is received by the Clerk at least two business days before the hearing. The address of the Clerk's Office is: Clerk, U.S. Bankruptcy Court, 600 E. 1st St., Rm 339, Rome, GA 30161. You must also mail a copy of your response to the undersigned at the address stated below.

If a hearing on the motion for relief from the automatic stay cannot be held within thirty (30) days, Movant waives the requirement for holding a preliminary hearing within thirty days of filing the motion and agrees to a hearing on the earliest possible date. If a final decision cannot be rendered by the Court within sixty (60) days of the date of the request, Movant waives the requirement that a final decision be issued within that period. Movant consents to the automatic stay remaining in effect until the Court orders otherwise.



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IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ROME DIVISION

IN RE:	CASE NO. 19-42456-bem
MICHAEL STEVEN PRITCHARD and REBECCA DANIELLE PRITCHARD, Debtors.	CHAPTER: 7 JUDGE: BARBARA ELLIS-MONRO
PNC BANK, NATIONAL ASSOCIATION, Movant, v. MICHAEL STEVEN PRITCHARD and REBECCA DANIELLE PRITCHARD, Debtors, THOMAS D. RICHARDSON, Trustee, Respondents.	CONTESTED MATTER

MOTION FOR RELIEF FROM THE AUTOMATIC STAY

NOW COMES PNC Bank, National Association (the “Movant”) and moves this Court for relief from the automatic stay and shows the Court as follows:

1. On October 22, 2019, Debtors filed a Voluntary Petition pursuant to 11 U.S.C. Chapter 7 and said case is pending before this Court.
2. Movant has a net claim in this case secured by a first priority lien against Debtors vehicle, to wit 2018 GMC Sierra having VIN No. 1GT42VCY5JF194260 (the “Collateral”). The approximate payoff is \$53,732.83 with a delinquency of \$3,125.43. Loan Agreement documents supporting the claim are served herewith on the parties.
3. As of November 1, 2019, three (3) payments of \$1,041.81 each which totals to be \$3,125.43 have been missed.
4. Movant estimates the value of the property to be \$44,350.00, based upon Black

Book Lender Solutions Online Suite.

5. As of November 1, 2019, Movant's total claim is approximately \$53,732.83. This is not an exact figure and may not be relied upon for payoff purposes.

6. According to the Debtors' Statement of Intent, the Collateral is to be surrendered.

7. Debtors do not have equity in the Collateral and the Collateral is not necessary for an effective reorganization. Since there is no equity in the Collateral to benefit the estate, the Trustee's interest should be abandoned.

8. Cause exists including the lack of adequate protection to grant Movant relief from the automatic stay so as to authorize Movant to recover and dispose of the Collateral. Movant requests the right to file an amended proof of claim after liquidation of the Collateral.

9. Movant requests that Bankruptcy Rule 4001(a)(3) be waived.

WHEREFORE, Movant prays that this Court:

(a) Hold a hearing pursuant to this Motion within thirty (30) days as is required under 11 U.S.C. Section 362(e);

(b) Grant Movant relief from the automatic stay under 11 U.S.C 362(d) so as to allow Movant to recover and dispose of the Collateral and to apply the net proceeds generated therefrom to its claim in this case, and if the disposition results in a deficiency, amend its claim filed in this case, subject to objection;

(c) That Rule 4001(a)(3) be waived; and

(d) Movant be granted such other and further relief as the Court deems just and proper.



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Email: rgordon@aldrigepte.com

OTHER IMPORTANT AGREEMENTS**FINANCING CHARGE AND PAYMENT**

a. **How we will figure Finance Charge.** We will figure the Finance Charge on the unpaid part of the Annual Percentage Rate on the unpaid part of the Amount Financed.

b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.

c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.

d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

2. YOUR OTHER PROMISES TO US

a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.

c. **Security interest.**
You give us a security interest in:

- The vehicle and all parts or goods put on it;
- All money or goods received (proceeds) for the vehicle;
- All insurance, maintenance, service, or other contracts we finance for you; and
- All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

 This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

d. **Insurance you must have on the vehicle.**
You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium of the insurance and a finance charge computed at the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we obtain a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. **IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES**

a. **You may owe late charges.** You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.

If you break this contract, we may also take these actions:
b. You may have to pay all you owe at once. If you break our promises (default), we may demand that you pay all you owe on this contract at once. Default means:

- You do not pay any payment on time;
- You give false, incomplete, or misleading information on a credit application;
- You start a proceeding in bankruptcy or one is started against you or your property; or
- You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

c. **You may have to pay collection costs.** If we hire an attorney to collect what you owe, you will pay 15% of the amount you owe as attorney's fees, plus court costs. We will charge only attorney's fees and court costs the law permits.

d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.

e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.

f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMERS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

7. APPLICABLE LAW

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

If the goods or services are obtained primarily for business or agricultural use, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract, unless the law allows it.

Georgia Certificate of Title

DISCLAIMER: DO NOT ACCEPT THIS TITLE WITHOUT THE SECURITY THREAD LOCATED APPROXIMATELY TWO INCHES FROM LEFT EDGE.

VEHICLE IDENTIFICATION NUMBER 1GT42VCY5JF194260	MAKE GMC	YEAR 2018	TYPE OF BODY TRUCK	MODEL SIERRA K3500	CYL 8	DATE ISSUED 03/23/2018
DATE VEHICLE PUR 03/05/2018	FUEL DIESEL	NEW OR USED NEW	ODOMETER*	PREVIOUS TITLE NBR / STATE OF ISSUE /	NBR OF LIENS 1	COLOR WHI / WHI
				CURREN T TITLE NUMBER [REDACTED]		

OWNER

MICHAEL STEVEN PRITCHARD
REBECCA D PRITCHARD
33 FURROW LN
CHATSWORTH GA 30705-8200

* ODOMETER READING IS ACTUAL MILEAGE OF THE VEHICLE UNLESS OTHERWISE INDICATED BELOW

MAIL TO

33 02-812545-11
[REDACTED]

T14

PNC BANK NA
2730 LIBERTY AVE
PITTSBURGH PA 15222-4704

1ST LIEN OR SECURITY INTEREST

PNC BANK NA
2730 LIBERTY AVE
PITTSBURGH PA 15222-4704

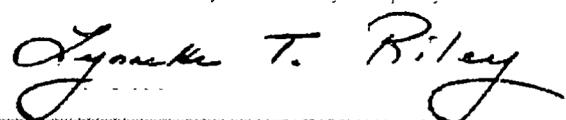
2ND LIEN OR SECURITY INTEREST

3RD LIEN OR SECURITY INTEREST

RELEASE OF LIEN OR SECURITY INTEREST

DATE OF RELEASE	SECURITY INTEREST HOLDER	AUTHORIZED AGENT
1ST LIEN	BY	[REDACTED]
2ND LIEN	BY	[REDACTED]
3RD LIEN	BY	[REDACTED]

The Georgia Department of Revenue issued this title pursuant to the Motor Vehicle Certificate of Title Act and this title is subject to its provisions. The Department certifies that on application duly made, the person named herein is registered as the lawful owner of the vehicle described subject to any liens or security interests set forth and such liens or security interests as may subsequently be filed with the Commissioner



STATE REVENUE COMMISSIONER

ASSIGNMENT AND WARRANTY OF TITLE BY OWNER

TO BE COMPLETED BY SELLER and delivered with the vehicle to the purchaser Effective July 1, 2008, an application for new Certificate of Title must be made by purchaser on title application form and filed within 30 days of date of purchase in order to avoid \$10 00 penalty If the vehicle described hereon is junked or dismantled, this Certificate of Title must be returned to the Motor Vehicle Division within 72 hours FEDERAL and State Law requires that you state the odometer reading in connection with transfer of ownership Failure to complete ODOMETER STATEMENT OR providing a FALSE STATEMENT may result in fines and/or imprisonment The undersigned hereby sells, assigns or transfers the vehicle described on the face of this certificate to

ALL BLOCKS MUST BE COMPLETED ACCURATELY. SUBMIT SIGNED & NOTARIZED AFFIDAVITS EXPLAINING ANY ERRORS.

DO NOT ACCEPT TITLE SHOWING ANY
ALTERATIONS, ERASURES OR ININITIATIVES

NOTICE TO BUYER

1st DEALER'S ASSIGNMENT

2nd DLR. ASSIGNMENT

LIEN

REMOVES YOUR TAG FROM THIS VEHICLE WHEN YOU ASSIGN TITLE TO A NEW OWNER

TAGS MUST BE TRANSFERRED OR PURCHASED WITHIN 30 DAYS OF THE PURCHASE DATE OR THE OWNER
WILL BE SUBJECT TO FINES UP TO \$1000 A LAW ENFORCEMENT FOR IMPROPER REGISTRATION

PURCHASER'S LEGAL
NAME

STREET
OR R.F.D. NO.

CITY,
STATE & ZIP CODE

DATE OF SALE/TRANSFER

Any alteration or erasure
of date of sale will result
in a \$10 00 Penalty Fee

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked"

*CAUTION:
READ CAREFULLY
BEFORE YOU
CHECK A BLOCK

1 The odometer reading stated is in excess of its mechanical limits
 2 The odometer reading is NOT the actual mileage

WARNING: ODOMETER DISCREPANCY

I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW:

Transferor's (SELLER'S)
Printed Name

Transferee's (BUYER'S)
Printed Name

Transferor's (SELLER'S)
Signature X

Transferee's (BUYER'S)
Signature X

DEALER (COMPLETE ALL SPACES IN FULL)

DO NOT USE RED INK

I/WE WARRANT THAT SAID VEHICLE IS FREE OF ALL SECURITY INTERESTS, LIENS OR ENCUMBRANCES EXCEPT AS NOTED BELOW
We also warrant this Title and certify that the vehicle described herein has been transferred to the following

Purchaser's Legal Name

Purchaser's Address

County of Residence

Dealer's Permanent ID Number or Dealer's Master Tag Number

Unauthorized use may lead to prosecution

Registered Dealer's Name

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked"

1 The odometer reading stated is in excess of its mechanical limits
 2 The odometer reading is NOT the actual mileage

Date of Sale/Transfer

WARNING: ODOMETER DISCREPANCY

Transferor's (SELLER'S)
Printed Name

Transferee's (BUYER'S)
Printed Name

Transferor's (SELLER'S)
Signature X

Transferee's (BUYER'S)
Signature X

1st DLR. ASSIGNMENT

Purchaser's Legal Name

Purchaser's Address

County of Residence

Dealer's Permanent ID Number or Dealer's Master Tag Number

Unauthorized use may lead to prosecution

Registered Dealer's Name

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked"

1 The odometer reading stated is in excess of its mechanical limits
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Date of Sale/Transfer

WARNING: ODOMETER DISCREPANCY

Transferor's (SELLER'S)
Printed Name

Transferee's (BUYER'S)
Printed Name

Transferor's (SELLER'S)
Signature X

Transferee's (BUYER'S)
Signature X

2nd DLR. ASSIGNMENT

Purchaser's Legal Name

Purchaser's Address

County of Residence

Dealer's Permanent ID Number or Dealer's Master Tag Number

Unauthorized use may lead to prosecution

Registered Dealer's Name

"I/we certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked"

1 The odometer reading stated is in excess of its mechanical limits
 2 The odometer reading is NOT the actual mileage

Date of Sale/Transfer

WARNING: ODOMETER DISCREPANCY

Transferor's (SELLER'S)
Printed Name

Transferee's (BUYER'S)
Printed Name

Transferor's (SELLER'S)
Signature X

Transferee's (BUYER'S)
Signature X

LIEN OR SECURITY INTEREST HOLDER TO BE RECORDED ON NEW TITLE

The lien/security interest holder must be shown on the title application

LIEN/SECURITY INTEREST HOLDER'S
Name

LIEN/SECURITY INTEREST HOLDER'S
Address

ATTN: DEALERS AND DISTRIBUTORS. Retain a copy of front and back of this document. Retention period: 3 Years.

NOTICE: ANY ALTERATION OR ERASURE VOIDS THIS TITLE

Lender Solutions Online Suite

Welcome [REDACTED] Log Out

Black Book

Products

- Used Car & Light Truck Values
- (Blank)

Home Run Lists Vehicle Trends Market Insights User Reports Specs All Values Contact Us Vehicle History Market Report

Adjustments

Daily Values Weekly Values Monthly Values

Mileage Add/Deducts

As Of: 10/24/2019 National

Wholesale

	X-CL	Clean	Average	Rough
Base	\$38,000	\$36,100	\$32,800	\$30,400
Options	\$8,250	\$8,250	\$8,250	\$8,250
Mileage	\$0	\$0	\$0	\$0
Region	\$0	\$0	\$0	\$0
Adjusted	\$46,250	\$44,350	\$41,050	\$38,650

Trade In

	X-CL	Clean	Average	Rough
Base	N/A	\$36,670	\$33,790	\$28,575
Options	N/A	\$8,250	\$8,250	\$8,250
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$44,920	\$42,040	\$36,825

Retail

	X-CL	Clean	Average	Rough
Base	\$43,450	\$41,100	\$35,850	\$33,225
Options	\$8,250	\$8,250	\$8,250	\$8,250
Mileage	\$0	\$0	\$0	\$0
Region	\$0	\$0	\$0	\$0
Adjusted	\$51,700	\$49,350	\$44,100	\$41,475

Residual

Choose Months (8 of 8 selected)

	12 Month	24 Month	30 Month	36 Month
Base Miles	40K - 43K	52K - 55K	61K - 64K	67K - 70K
Base Residual	\$30,150	\$27,100	\$25,575	\$24,450
% ERT*	65%	59%	55%	53%
Add/Deducts	\$7,750	\$7,250	\$7,000	\$6,750
Adj. Residual	\$37,900	\$34,350	\$32,575	\$31,200
	42 Month	48 Month	60 Month	72 Month
Base Miles	76K - 79K	82K - 85K	94K - 97K	106K - 109K
Base Residual	\$23,025	\$22,050	\$19,850	\$18,275
% ERT	50%	48%	43%	40%
Add/Deducts	\$6,500	\$6,250	\$5,750	\$5,250
Adj. Residual	\$29,525	\$28,300	\$25,600	\$23,525

Base residual values are projected values for typically equipped vehicle in average condition with indicated miles. Residual values are published 7 times a year: January, March, May, July, September, October, and November.

*ERT: Typically equipped retail price

End-of-Term		
Date	Expected Miles	Base Miles
Start	N/A	N/A
EOT	N/A	N/A
Value		
Base	N/A	
% Equipped Retail	N/A	
Miles Adjustment	N/A	
Add/Deducts Adjustment	N/A	
EOT Residual	N/A	

NOTE: Be sure to enter the end of term date and miles in order to get proper End of Term results.
If the date range spans more than 72 months, then 72 month adjusted residual will be returned
as the End-of-Term Value.

For inquiries or more information or data, email us at NARInternet@blackbookusa.com or call 1-800-554-1026.

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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ROME DIVISION

IN RE:

MICHAEL STEVEN PRITCHARD and
REBECCA DANIELLE PRITCHARD,

Debtors.

Case No. 19-42456-BEM

Chapter 7

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify under penalty of perjury that I am, and at all times hereinafter mentioned, was more than 18 years of age, and that on November 14, 2019, I served a copy of

Notice of Hearing and Motion for Relief from the Automatic Stay which was filed in this bankruptcy matter on November 14, 2019, in the manner indicated:

The following parties have been served via e-mail:

Dan Saeger
dan@whitfieldcountylaw.com

Thomas D. Richardson
trichardson@brinson-askew.com

The following parties have been served via U.S. First Class Mail:

Michael Steven Pritchard
33 Furrow Lane
Chatsworth, GA 30705-8200

Rebecca Danielle Pritchard
33 Furrow Lane
Chatsworth, GA 30705-8200

**I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE
AND CORRECT.**

Dated: November 14, 2019



Radha Gordon, Bar No.: 347192
Attorney for Movant
Aldridge Pite, LLP
Fifteen Piedmont Center
3575 Piedmont Road, N.E., Suite 500
Atlanta, GA 30305
Phone: (404) 994-7400
Fax: (619) 590-1385
Email: rgordon@aldrigepte.com